

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MOHAMED ABDALLA, an individual; FUAD ABDELLA, an individual; ABDIKHADAR ABDI, an individual; ABDISADIQ ABDI, an individual; ABDULLAHI ABDI, an individual; HABTAMU ABDI, an individual; MOHAMUD ABDIFATAH, an individual; MOHAMED ABDILLAHI, an individual; MOHAMED ABDUL, an individual; BIFTU ABDULLAHI, an individual; FAIZA ABDULLAHI, an individual; MILKI ABDULLAHI, an individual; MUMIN ABDULLAHI, an individual; YONAS ABERA, an individual; MUSTAFA ABUCAR, an individual; FEYSAL ADAN, an individual; HASSAN ADAN, an individual; NAJIB ADEN, an individual; MUSTAFA AHMED, an individual; SALAH AHMED, an individual; AHMED ALI, an individual; ALI-NUUR ALI, an individual; IBRAHIM ALI, an individual; MAHAD ALI, an individual; MOHAMOUD ALI, an individual; HASSAN ALLALEH, an individual; ALI AL-MOHANAWY, an individual; ALI AMIR, an individual; HAWA ARERO, an individual; YOHANIS BESHI, an individual; ABDIRAHMAN DAHIR, an individual; AHMED DAHIR, an individual; ABDIKADIR DERE, an individual; ABDULLAH DHOBLE, an individual; ABUBAKAR DHUBOW, an individual; ABDINASIR ELMI, an individual; MOHAMED FARAH, an individual;

No.

**NOTICE OF REMOVAL
(Diversity Jurisdiction)**

[CLERK'S ACTION REQUIRED]

1 ABDIFATAH GALGALO, an individual;
 2 AHMED GAMADA, an individual; KADIR
 3 GANAMO, an individual; SERWAN GARDI,
 4 an individual; MERRY GELETA, an
 5 individual; JERAB GRIMES, an individual;
 6 ALI HAJI-SOMO, an individual; ALI
 7 HASSAN, an individual; HUSSEIN HASSAN,
 8 an individual; ALI HASSAN ALI, an
 9 individual; TUUJII HEYII, an individual;
 10 ABDIFATAH HUSSEIN, an individual;
 11 MOHAMED HUSSEIN, an individual; RIYAD
 12 HUSSEIN, an individual; AHMED IBRAHIM,
 13 an individual; LIBAN IBRAHIM, an individual;
 14 ABDI IDAN, an individual; ABDULKADIR
 15 ISAHAQ, an individual; AHMED ISAHAQ, an
 16 individual; YAHYE JAMA, an individual;
 17 MOHAMED JIBRIL, an individual; CHALA
 18 KABIRA, an individual; NUREDIEN KAMAL,
 19 an individual; GOULED KARIYE, an
 20 individual; MOHAMED MAHAMOUD, an
 21 individual; MOHAMED MANSOUR, an
 22 individual; ZACKY MANSOUR, an individual;
 23 ABDIFATAH MOALIM, an individual; ABDI
 24 A. MOHAMED, an individual; ABDIKARIN
 25 MOHAMED, an individual; ISMAIL
 26 MOHAMED, an individual; JABIR
 27 MOHAMED, an individual; KAREEM
 28 MOHAMED, an individual; MOHAMED
 MOHAMED, an individual; MOHAMED
 YUSUF MOHAMED, an individual; MOWLID
 MOHAMED, an individual; NAJEEB
 MOHAMED, an individual; OLOW
 MOHAMED, an individual; YAHYE
 MOHAMED, an individual; YAHYA
 MOHAMOUD, an individual; MOHAMED R.
 MOHAMUD, an individual; SHAWN MOSBY,
 an individual; MAHAMED OSMAN, an
 individual; MOHAMED OSMAN, an
 individual; YASIR RASHID, an individual;
 AMIN ROBELE, an individual; JABIR
 ROBELE, an individual; GOBANA SAMERU,
 an individual; ISSA SHEIK, an individual;
 AHMED SHEIKH, an individual; SIAD SIAD,
 an individual; DEHIYA SITERO, an individual;
 ABDI SUGULLE, an individual; AWOT
 TWEOLDEBRHAN, an individual; DANIEL
 TUNE, an individual; ADOGA UGAN, an

individual; GAMACHU UKE, an individual;
 ZAKARIA WARSAME, an individual;
 AHMED WASUGE, an individual;
 JONATHAN WEREDE, an individual;
 MOHAMED YACOUBE, an individual; and
 HARON YUNIS, an individual;

Plaintiffs,

v.

SECURITY INDUSTRY SPECIALISTS, INC.,
 a California corporation,

Defendant.

TO: The Judges of the U.S. District Court for the Western District of Washington

AND TO: Stephen P. Connor, Anne-Marie E. Sargent, Connor & Sargent PLLC, and
 J.D. Stahl, Mundt MacGregor LLP
 Counsel for Plaintiffs

AND TO: Clerk of the Court

Pursuant to 28 U.S.C. § 1332 and 28 U.S.C. § 1441, Defendant Security Industry Specialists, Inc. ("SIS") hereby removes the above-captioned action from the Superior Court of the State of Washington for King County on the grounds of diversity jurisdiction. 28 U.S.C. §§ 1332(a), § 1441(a), (b).

The following statement is submitted pursuant to 28 U.S.C. § 1446(a):

1. Plaintiffs are citizens of the state of Washington. Complaint, ¶¶ 2.1-2.99.¹

2. Defendant SIS is a California corporation, with its principal place of business and its headquarters in California. Complaint, ¶ 2.100.² Accordingly, SIS is a citizen of California. 28 U.S.C. § 1332(c)(1).

3. Plaintiffs have commenced an action against SIS in King County Superior Court, which this state court has designated as Case Number 13-2-22490-9. SIS first received a copy of the Plaintiffs' Complaint on May 29, 2013, through its undersigned counsel being informally provided with a copy of Plaintiffs' Summons and Complaint (then unfiled) as well as Plaintiffs'

¹ A copy of the Complaint is provided in Exhibit 1 to this Notice of Removal.

² See also, Washington Secretary of State listing at http://www.sos.wa.gov/corps/search_results.aspx?search_type=simple&criteria=all&name_type=contains&name=security+industry+specialists&ubi=.

1 First Set of Discovery Requests to Defendant SIS, an Acceptance of Service form, and Plaintiffs'
2 [Proposed] Stipulated Protective Order.

3 4. Plaintiffs formally filed their Summons and Complaint with the state court on
4 June 10, 2013, together with that court's Case Information Cover Sheet and Area Designation.
5 On that same day, the state court issued its Order Setting Civil Case Schedule.

6 5. On June 12, 2013, Plaintiffs formally served SIS with their Summons, Complaint,
7 the Case Information Cover Sheet and Area Designation, the Order Setting Civil Case Schedule,
8 and Plaintiffs' First Set of Discovery Requests to Defendant SIS. On June 13, 2013, Plaintiffs
9 filed a Declaration of Service in the state court.

10 6. No further proceedings have been had in the state court as of the date of this
11 Notice of Removal.

12 7. Attached as part of Exhibit 1 is a true and correct copy of the Summons and
13 Complaint first received by counsel for SIS on May 29, 2013. Pursuant to 28 U.S.C. § 1446(a),
14 Exhibit 1 also contains all process, pleadings and orders formally served in this action upon SIS.

15 8. As of the filing of this Notice of Removal, SIS has not yet responded to the
16 Plaintiffs' Complaint.

17 9. This Notice of Removal is being timely filed within 30 days of May 29, 2013,
18 which is the date when SIS first received the initial pleading upon which this removal is based.
19 29 U.S.C. § 1446(b).

20 **COMPLETE DIVERSITY OF THE PARTIES EXISTS**

21 10. As stated above in paragraphs 1-2 of this Notice of Removal, all of the plaintiffs
22 here are citizens of the State of Washington, whereas SIS, the only defendant, is a citizen of
23 the State of California. Thus, complete diversity of the parties exists, consistent with
24 28 U.S.C. § 1332(a).

**THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000 FOR
AT LEAST ONE OF THE 99 INDIVIDUAL PLAINTIFFS**

11. Plaintiffs framed the allegations of their Complaint to deny diversity jurisdiction. *See* Complaint, ¶¶ 2.1-2.99 and 3.4. Most relevantly, Plaintiffs aver:

Each Plaintiff agrees to waive damages above \$75,000, **exclusive of attorneys' fees and costs**; therefore, diversity jurisdiction for purposes of removal to federal court is not met.

Complaint, ¶ 3.4 (emphasis added).

12. Thus, through their counsel, each of the individual Plaintiffs has voluntarily waived and capped his or her damages at no more than \$75,000. At the same time, however, each of the Plaintiffs has excluded from this self-imposed individual damages waiver any potential statutory attorney's fees and costs, which the Complaint separately seeks under RCW 49.60.030(2). *See* Complaint, ¶ 3.4; *see also, id.* at 19 (Prayer for Relief, ¶ D).

13. SIS accepts each Plaintiff's individual waiver of any damages he or she could claim that exceed \$75,000. SIS relies upon these individual waivers in preparing and proceeding with this Notice of Removal.

14. In Paragraph 3.4 of their Complaint, Plaintiffs do not state any specific total amount in controversy for any of the individual Plaintiffs. The same is true for Plaintiffs' Prayer for Relief. However, Plaintiffs' Prayer for Relief identifies several other categories of relief sought besides each Plaintiff's individual damages for the alleged employment discrimination. These additional categories of relief include attorney's fees and costs pursuant to RCW 49.60.030(2), unspecified "declaratory relief," "[r]einstatement," and "[c]ompensation for the tax penalty associated with any recovery." *See* Complaint at 19 (Prayer for Relief, ¶¶ D-G). Each of these additional categories of relief increases the Plaintiffs' individual amounts in controversy. *Cf. Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 701 (9th Cir. 2007) (The amount in controversy there exceeded \$75,000 even though the plaintiffs had disclaimed damages above \$75,000, because their complaint also sought attorney's fees and other categories of recovery that "do not fall comfortably within the realm of 'damages' and [were] not labeled as such in the Prayer for Relief.").

1 15. Based on the facts outlined in this Notice of Removal, SIS has a reasonable good
 2 faith belief that at least one of the individual Plaintiffs (and likely others) seeks individual relief
 3 exclusive of interests and costs that exceed this Court's jurisdictional threshold of \$75,000. Thus,
 4 this Court has jurisdiction over all the claims asserted in this action by all of the individual
 5 Plaintiffs. *See Exxon Mobil Corp. v. Allapattah Svcs., Inc.*, 545 U.S. 546, 549 (2005). The sections
 6 that follow provide more specific facts confirming this Court's diversity jurisdiction.

7 **MANY OF THE PLAINTIFFS' INDIVIDUAL CLAIMS**
 8 **FOR ECONOMIC DAMAGES WOULD BE CAPPED AT PLAINTIFFS'**
 9 **SELF-IMPOSED INDIVIDUAL DAMAGES LIMITATIONS OF \$75,000 APIECE.**

10 16. As shown in this section, if the individual Plaintiffs had not waived damages above
 11 \$75,000, most of these individuals Plaintiffs' claimed economic damages would exceed \$75,000.

12 17. The computations in this Notice of Removal of specific amounts for Plaintiffs'
 13 potential damages on their claims of wage loss and of specific amounts of other damages or monies
 14 claimed by the Plaintiffs are provided here solely for the purpose of demonstrating that the
 15 amount-in-controversy requirement for removal is met. SIS believes the computations provided
 16 herein are accurate based on the facts established in the accompanying declarations. However, SIS
 17 denies it is liable to any of the Plaintiffs and reserves the right to further refine its position about
 18 Plaintiffs' potential damages as the parties exchange initial disclosures and discovery proceeds.

19 18. Subject to their self-imposed limits on their individual damages, Plaintiffs seek "the
 20 full amount of their damages under Washington's Law Against Discrimination," which includes lost
 21 wages, future lost earnings, and other employment benefits. *See Lords v. N Auto. Corp.*,
 22 75 Wn. App. 589, 604, 881 P.2d 256 (1994)); Complaint at 18 (Prayer for Relief, ¶ A). The facts
 23 known to date demonstrate that most of Plaintiffs' claims will be subject to their self-imposed
 24 individual damages limitations of \$75,000 apiece.

25 19. The gravamen of Plaintiffs' employment discrimination Complaint is (1) SIS
 26 obtained a contract from an Amazon.com corporate entity ("Amazon") to provide security guard
 27 services formerly performed by Plaintiffs' previous employer, Andrews International, Inc.
 28 ("Andrews"); but (2) SIS did not hire most of the 99 current Plaintiffs, who all state they are either

1 East African or African American and, in numerous cases, also state they practice the Muslim
2 religion. *See* Complaint, ¶¶ 2.1-5.19.

3 20. SIS did in fact obtain a contract with Amazon for SIS to provide security guard
4 services to Amazon in Seattle beginning at 10:00 p.m. PDT on July 28, 2012, and for three years
5 thereafter (expiring July 31, 2015). Declaration of Tom P. Seltz Dated June 28, 2013 (“Seltz
6 Decl.”) ¶ 4. SIS understands that Amazon’s immediately preceding supplier of security guard
7 services was Andrews. *Id.* at ¶ 5. Plaintiffs allege Andrews was their employer before SIS began
8 providing security guard services to Amazon. Complaint, ¶¶ 5.1, and 5.4-5.5.

9 **Potential Wage Loss Damages-Original SIS Staffing**

10 21. The contract between SIS and Amazon required SIS to employ personnel for the
11 various security roles SIS began covering for Amazon late on July 28, 2012. These roles included
12 all of the following job titles.

- 13 • Security Specialist (the entry-level security guard role)
- 14 • Senior Manager of Operations
- 15 • Corporate Investigator (also referred to as Investigator)
- 16 • Operations Manager
- 17 • Global Security Operations Center (“GSOC”) Manager
- 18 • GSOC Supervisor
- 19 • Badging Officer
- 20 • Utility Operations Officer
- 21 • Administrative Scheduler
- 22 • Administrative Supervisor
- 23 • Physical Security Supervisor
- 24 • Watch Commander
- 25 • Shift Supervisor
- 26 • Training Officer

27 Seltz Decl., ¶ 6.

28 22. **Plaintiffs Who Applied to Work as Security Specialists.** Most of the named
Plaintiffs allege they applied for Security Specialist positions with SIS. *See* Complaint, ¶ 5.13
(alleging 92 of the Plaintiffs applied for “security guard” roles); *see also*, Declaration of Kayt
Priester Dated June 27, 2013 (“Priester Decl.”), ¶ 4 (SIS has confirmed from its records that at least
71 of the Plaintiffs applied to SIS for a full-time Security Specialist position). When SIS began
providing Amazon with security services, the starting pay for a Security Specialist was \$14.50 per

hour, which has remained the job's starting pay rate through the date of this Notice of Removal. *Id.* Thus, if each of the Plaintiffs had not waived damages in excess of \$75,000, the potential lost wage damages for each of the Plaintiffs who claims he or she should have been hired by SIS as a full-time Security Specialist (working 2,080 hours per year) amount to \$30,160 per year, or a total of \$90,480 apiece over the three-year term of the SIS/Amazon contract.

23. **Plaintiffs Who Applied to Work as an Investigator.** Plaintiffs Yohanis Beshi (Complaint, ¶ 2.30) and Abdi Sugulle (Complaint, ¶ 2.90) each applied to SIS for one full-time Investigator position, which had and has a base salary of \$60,000 per year. Priester Decl., ¶ 10. Thus, if Plaintiffs Yohanis Beshi and Abdi Sugulle had not each waived damages in excess of \$75,000, the potential lost wage damages for one of them of amounts to \$60,000 per year, or a total of \$180,000 over the three-year term of the SIS/Amazon contract.

24. **Plaintiffs Who Applied to Work as Shift Supervisors.** Plaintiffs Abdikhadar Abdi (Complaint, ¶ 2.3) and Adoga Ugan (Complaint, ¶ 2.93) each applied to SIS for full-time Shift Supervisor positions, which had a starting hourly pay rate of \$18.00 at the time SIS began providing services to Amazon, with the Shift Supervisors who were hired working at an average rate of \$20.00 per hour. Priester Decl., ¶ 11. Using \$20.00 per hour as their presumptive starting pay rate for Plaintiffs Abdikhadar Abdi and Adoga Ugan, this would work out to \$41,600 per year. Thus, if Plaintiffs Abdikhadar Abdi and Adoga Ugan had not each waived damages in excess of \$75,000, their individual potential lost wage damages could amount to \$41,600 per year, or a total of \$124,800 apiece over the three-year term of the SIS/Amazon contract.

Potential Wage Loss Damages—Applicants Who Applied to SIS at Later Times

25. As discussed in the paragraphs that follow, some of the Plaintiffs applied to SIS for positions working at Amazon after the date on which SIS began providing services to Amazon. *See* Priester Decl., ¶¶ 6-9, and 12-14. At SIS, when an applicant is hired, it usually takes approximately seven days from the date the application is submitted until the successful applicant begins working for SIS. There are exceptions to this timing, which usually arise if the applicant is currently employed and then the applicant normally must give two weeks' notice to

his or her current employer before starting work. Additional delays could be caused by a positive result on a criminal background check or drug test, which could also cause an employment offer to be rescinded. *Id.* ¶ 5.

26. **A Plaintiff Who Applied to Work as an Administrative Scheduler.** Plaintiff Hawa Arero applied to SIS on August 13, 2012 for a full-time Administrative Scheduler position, which had and has a starting pay of \$18.00 per hour. Priester Decl., ¶ 13. If she had been hired for this position, her starting date would have been approximately August 20, 2012. *Id.* Thus, if Plaintiff Hawa Arero had not waived damages in excess of \$75,000, her claim for potential lost wage damages could amount to \$37,440 per year, or a total of \$100,800 over the remainder of the SIS/Amazon contract.³

27. **A Plaintiff Who Applied to Work as Senior Manager of Operations.** Plaintiff Ahmed Wasuge (Complaint, ¶ 2.96) applied to SIS on October 29, 2012 for a full-time position as Senior Manager of Operations, which had and has a base salary of \$90,000 per year. Priester Decl., ¶ 6. If he had been hired for this position, his starting date would have been approximately November 5, 2012. *Id.* Thus, if Plaintiff Ahmed Wasuge had not waived damages in excess of \$75,000, his claim for potential lost wage damages could amount to \$90,000 per year, or a total of \$243,750 over the remainder of the SIS/Amazon contract.

28. **Plaintiffs Who Applied to Work as Global Security Operations Center Manager.** Plaintiffs Serwan Gardi (Complaint, ¶ 2.41) and Abdifatah Hussein (Complaint, ¶ 2.49) each applied to SIS on December 19, 2012 and February 3, 2012, respectively, for one full-time Global Security Operations Center Manager position, which had and has a base salary of \$75,000 per year. Priester Decl., ¶ 7. If Plaintiff Serwan Gardi had been hired for this position, his starting date would have been approximately January 2, 2013, due to the year-end holidays. *Id.* If Plaintiff

³ For Plaintiff Hawa Arero and the other Plaintiffs who applied for other positions after the contract began (*infra* ¶¶ 26-32), the amount in controversy was calculated by prorating the potential economic damages from the hire or starting date identified in text to the end of the contract term (July 31, 2015). For example, Plaintiffs that worked from the contract's inception would have wages in controversy for 36 months. However, since the earliest Plaintiff Hawa Arero could have worked for SIS as an Administrative Scheduler was August 20, 2012, her wages in controversy would be approximately 35 months. Similar prorating calculations were made to determine the value of the amount in controversy for the value of SIS's medical and dental benefits and its paid time off.

1 Abdifatah Hussein had been hired for this position, his starting date would have been
2 approximately February 10, 2013. *Id.* Thus, if Plaintiffs Serwan Gardi and Abdifatah Hussein had
3 not each waived damages in excess of \$75,000, the potential lost wage damages for one of them
4 could amount to \$75,000 per year, or a total of \$190,625 over the remainder of the SIS/Amazon
5 contract.

6 29. **A Plaintiff Who Applied to Work as a Physical Security Supervisor.** Plaintiff
7 Hassan Allaleh (Complaint, ¶ 2.26) applied to SIS on November 29, 2012, for a full-time
8 Physical Security Supervisor position, which had and has a starting pay of \$20.00 per hour.
9 Priester Decl., ¶ 8. If he had been hired for this position, his starting date would have been
10 approximately December 6, 2012. *Id.* Thus, if Plaintiff Hassan Allaleh had not waived damages in
11 excess of \$75,000, and if he did not recover for the higher paying application discussed in the next
12 paragraph, his potential lost wage damages for this lower paying position could amount to
13 \$41,600 per year, or a total of \$100,800 over the remainder of the SIS/Amazon contract.

14 30. **Plaintiff Who Applied to Work as Watch Commander.** Plaintiff Hassan Allaleh
15 also applied to SIS on February 28, 2013, for a full-time Watch Commander position, which had
16 and has a starting pay of \$30.00 per hour. Priester Decl., ¶ 9. If he had been hired for this
17 position, his starting date would have been approximately March 7, 2013. *Id.* Thus, if Plaintiff
18 Hassan Allaleh had not waived damages in excess of \$75,000, his potential lost wage damages
19 claim for the Watch Commander position could amount to \$62,400 per year, or a total of
20 \$136,800 over the remainder of the SIS/Amazon contract.

21 31. **Plaintiffs Who Applied to Work as a Security Operations Center Operator.**
22 Plaintiffs Faiza Abdullahi (Complaint, ¶ 2.11) and Yasir Rashid (Complaint, ¶ 2.82) each applied
23 to SIS on February 12, 2013 and February 3, 2013, respectively, for one full-time Security
24 Operations Center Operation position that paid and still pays \$16.50 per hour or \$34,320 per year.
25 Priester Decl., ¶ 14. If Plaintiff Faiza Abdullahi had been hired for this position, her starting date
26 would have been approximately February 19, 2013. *Id.* If Plaintiff Yasir Rashid had instead been
27 hired for this position, his starting date would have been approximately February 10, 2013. *Id.*

Thus, if Plaintiffs Faiza Abdullahi and Yasir Rashid had not each waived damages in excess of \$75,000, the potential lost wage damages claim for one of them could amount to \$34,320 per year, or a total of \$77,880 from March 2013 over the remainder of the SIS/Amazon contract.

32. An Additional Plaintiff Who Later Applied to Work as a Shift Supervisor. Plaintiff Yahye Mohamed (Complaint, ¶ 2.76) also applied to SIS on March 4, 2013, for a Shift Supervisor position. Priester Decl., ¶ 12. Shift Supervisors have been receiving an average rate of \$20.00 per hour for their work on the SIS/Amazon contract. *Id.* ¶ 11. If Plaintiff Yahye Mohamed had been hired for this position, his hire date would have been approximately March 11, 2013. *Id.* ¶ 12. Thus, if Plaintiff Yahye Mohamed had not waived damages in excess of \$75,000, his potential lost wage damages claim could amount to \$41,600 per year, or a total of \$91,200 over the remainder of the SIS/Amazon contract.

Potential Lost Benefits—Medical and Dental Coverage and Vacation

33. SIS employees working at Amazon locations are eligible for medical and dental benefits after 90 days of employment with SIS. Thus, November 2012 would have been the first month these SIS employees would have been eligible for medical and dental benefits. Priester Decl., ¶ 15.

34. Medical and Dental Benefits During the 2012 Plan Year. For the 2012 plan year (from November 2012 to March 2013), the medical PPO premium was \$551.29 per month for employee-only coverage. For non-management (hourly) positions, as well as salaried Watch Commander and salaried Supervisor positions, SIS paid 80% of the employee-only medical PPO premium for any employee who selected the medical benefit (\$441.03 per month). For all other management (salaried) positions, SIS paid 100% of the employee-only medical PPO premium for any employee who selected the medical benefit (\$551.29 per month). Priester Decl., ¶ 15.

35. Medical and Dental Benefits During the 2013 Plan Year. For the 2013 plan year (beginning April 1, 2013), the medical HMO premium was \$392.74 per month and the medical PPO premium was \$506.03 per month. Both of these premiums are for employee-only coverage. For non-management (hourly) positions, as well as salaried Watch Commander and

1 salaried Supervisor positions, SIS pays 80% of the employee-only medical HMO premium
 2 amount for employees who select either the medical HMO or medical PPO option (\$314.19 per
 3 month). For all other management (salary) positions, SIS pays 100% of the employee-only
 4 medical HMO premium amount for employees who select either the medical HMO or medical
 5 PPO option (\$392.74 per month). Priester Decl., ¶ 15.

6 **36. Paid Time Off Benefits—General Information.** All hourly SIS employees
 7 working in the city of Seattle are also eligible to accrue paid time off (“PTO”) at a rate of one
 8 hour for every 30 hours worked. All salaried SIS employees are eligible to accrue PTO at a rate
 9 of 3.33 hours each pay period. SIS has 24 pay periods per calendar year. Employees begin to
 10 accrue PTO immediately upon hire. Accrued and unused PTO may be used for personal
 11 absences during employment or cashed out (1) upon termination for any reason (including
 12 resignations and dismissals), or (2) during employment to the extent the employee’s accrued
 13 PTO exceeds 40 hours. Priester Decl., ¶ 16.

14 **37. Paid Time Off Benefits—Minimum Computations for Plaintiffs who Applied**
 15 **for Hourly Security Specialist Positions.** Thus, each Plaintiff who contends he or she should
 16 have been hired in a full-time Security Specialist position would have accrued approximately
 17 69.3 hours of paid time off per year, for a minimum value (at the SIS entry-level rate of \$14.50 per
 18 hour), which amounts to approximately \$1,004.85 per year, or a minimum total of approximately
 19 \$3,014.55 over the three-year term of the SIS/Amazon contract.

20 **38. Paid Time Off Benefits-Minimum Computation for Other Plaintiffs.** A
 21 similar computation would apply to all of the other Plaintiffs, although the rate of PTO accruals
 22 and the pay rates used to value them would vary with the specific position at issue.

23 39. These PTO accruals would further increase each of these Plaintiffs’ individual
 24 amounts in controversy.

25 40. The table that follows summarizes the total economic damages—for wages,
 26 medical and dental benefits and PTO—for the individuals and groups of Plaintiffs discussed
 27
 28

above. The numbers shown in the table below are computed using the variables discussed above, and would be subject to Plaintiffs' self-imposed damages cap of \$75,000.

Job Title	Plaintiffs	Pay Rate	Approx. Wages to 7/31/15	Medical & Dental Benefits ⁴		Paid Time Off	Sum of Economic Damages
				Medical	Dental		
Security Specialist	71 Plaintiffs applied for this position on a full-time basis	\$14.50/hr.	\$90,480	\$11,002	\$1,644	\$3,016	\$106,143
Investigator	Yohanis Beshi; Abdi Sugulle	\$60k/yr.	\$180,000	\$13,753	\$1,644	\$6,916	\$202,314
Shift Supervisor (July 2012)	Abdikhadar Abdi; Adoga Ugan	\$20/hr.	\$124,800	\$11,003	\$1,644	\$4,160	\$141,607
Administrative Scheduler	Hawa Arero	\$18/hr.	\$100,800	\$13,202	\$1,595	\$3,360	\$118,956
Senior Mgr. of Ops.	Ahmed Wasuge	\$90k/yr.	\$243,750 ⁵	\$11,548	\$1,445	\$9,366	\$266,109
Global Security Ops. Ctr. Mgr.	Serwan Gardi; Abdifatah Hussein	\$75k/yr.	\$190,625 ⁶	\$10,604	\$1,345	\$7,324	\$209,899
Physical Security Sup.	Hassan Allaleh	\$20/hr.	\$100,800 ⁷	\$10,997	\$1,345	\$3,360	\$116,502
Shift Supervisor (March 2013)	Yahye Mohamed	\$20/hr.	\$91,200 ⁸	\$9,819	\$1,246	\$3,040	\$105,304
Watch Cmdr.	Hassan Allaleh	\$30/hr.	\$136,800 ⁹	\$9,819	\$1,246	\$4,560	\$152,424
Security Ops. Ctr. Operator	Faiza Abdullahi; Yasir Rashid	\$16.50/hr.	\$77,880 ¹⁰	\$10,211	\$1,296	\$2,596	\$91,983

⁴ Eligible after 90 days of employment with SIS. See Priester Decl., ¶ 15. Medical benefits calculated at 2012 rates from November 2012 through March 2013, and at 2013 rates from April 2013 to July 2015. Dental benefit calculated from November 2012 to July 2015.

⁵ Assumes hire date of November 5, 2012. See Priester Decl., ¶ 6.

⁶ Assumes hire date of January 2, 2013. See Priester Decl., ¶ 7.

⁷ Assumes hire date of December 6, 2012. See Priester Decl., ¶ 8.

⁸ Assumes hire date of March 11, 2013. See Priester Decl., ¶ 12.

⁹ Assumes hire date of March 7, 2013. See Priester Decl., ¶ 9.

¹⁰ Assumes hire date of February 10, 2013. See Priester Decl., ¶ 14.

EMOTIONAL DISTRESS DAMAGES

Plaintiffs' Claims for Non-economic Damages Would Further Increase the Individual Amounts in Controversy to the Extent that an Individual Plaintiff's Economic Damages Claim Did Not Already Reach His/Her Self-Imposed \$75,000 Damages Cap.

41. The Washington Law Against Discrimination also allows a plaintiff to claim compensatory damages for emotional distress. *See Glasgow v. Georgia Pac. Corp.*, 103 Wn.2d 401, 407, 693 P.2d 708 (1985) (recognizing damages for emotional distress under Chapter 49.60 RCW). If there are any individual Plaintiffs whose economic losses do not exceed that particular Plaintiff's self-imposed damages limitation of \$75,000, then that individual Plaintiff's claimed emotional distress damages would further increase his or her amount in controversy, up to the \$75,000 jurisdictional limit.

"BLANEY OFFSET"

Plaintiffs' Requests to Recover Tax Penalties Associated with their Individual Claims for Economic Damages Would Further Increase the Individual Amounts in Controversy, Regardless of Whether the Individual Plaintiff's Claim for Damages Already Reached His/Her Self-Imposed \$75,000 Damages Cap.

42. Plaintiffs further claim compensation **in addition to their damages** "for the tax penalty associated with any recovery." Complaint at 19 (Prayer for Relief, ¶ G). Washington law allows Plaintiffs to claim a "*Blaney* offset" to make them whole for the adverse tax consequences they would suffer from receiving all of their economic damages in one tax year instead of over a period of several years. *Blaney v. Int'l Ass'n of Machinists & Aerospace Workers*, 151 Wn.2d 203, 87 P.3d 757 (2004).

43. For example, for any Plaintiffs who claim SIS should have hired them in one of its Security Specialist positions (\$14.50 per hour; *see supra* ¶ 16.d), they would have been earning about \$30,160 per year, which carries a federal income tax liability of about \$3,656, using the 2012 federal income tax tables for married persons filing jointly.¹¹ However, Plaintiffs who were not hired by SIS as Security Specialists have not been receiving such an income stream from SIS. Instead, they potentially will claim they should have earned three years' worth of such income,

¹¹ *See* <http://www.irs.gov> (search for "tax rate tables").

capped at \$75,000. *See supra*, ¶ 22. If any of these Plaintiffs were awarded \$75,000 in a single tax year for their failure-to-hire claims relating to the Security Specialist position, this award would carry a higher federal income tax liability of about \$10,816, using the 2012 federal income tax tables for married persons filing jointly. This increased federal income tax liability of \$7,160 would further increase such a Plaintiff's individual amount in controversy.¹²

44. The following table makes rough estimates of the *Blaney* offset for each of the positions discussed in paragraphs 22-32, above, using the same calculation methodology as outlined in the preceding paragraph:

Job Title	Plaintiffs	Pay Rate	One Year		<i>Blaney</i> Offset Estimated ¹³
			Wages	Tax ¹⁴	
Security Specialist	71 Plaintiffs applied for this position	\$14.50/hr.	\$30,160	\$3,656	\$7,160
Investigator	Yohanis Beshi; Abdi Sugulle	\$60k/yr.	\$60,000	\$8,134	\$2,682
Shift Supervisor (July 2012)	Abdikhadar Abdi; Adoga Ugan	\$20/hr.	\$41,600	\$5,374	\$5,442
Administrative Scheduler	Hawa Arero	\$18/hr.	\$37,440	\$4,744	\$6,072
Senior Mgr. of Ops.	Ahmed Wasuge	\$90k/yr.	\$90,000	\$14,566	\$0
Global Security Ops. Ctr. Mgr.	Serwan Gardi; Abdifatah Hussein	\$75k/yr.	\$75,000	\$10,816	\$0
Physical Security Sup.	Hassan Allaleh	\$20/hr.	\$41,600	\$5,374	\$5,442
Shift Supervisor (March 2013)	Yahye Mohamed	\$20/hr.	\$41,600	\$5,374	\$5,442
Watch Cmdr.	Hassan Allaleh	\$30/hr.	\$62,400	\$8,494	\$2,322
Security Ops. Ctr. Operator	Faiza Abdullahi; Yasir Rashid	\$16.50/hr.	\$34,320	\$4,279	\$6,537

¹² Of course, different taxpayers may have greatly differing individual circumstances which could affect their respective tax liabilities. Thus, in proving their *Blaney* offset claims, Plaintiffs will likely need expert analysis and testimony.

¹³ For purposes of calculating the *Blaney* offset, we assume Plaintiffs each cap their respective economic damages to \$75,000. The federal income tax liability for receiving \$75,000 in one year is \$10,816 for individuals filing *Married Filing Jointly*.

¹⁴ The federal income tax liability shown is for individuals filing *Married Filing Jointly*.

SUMMARY

45. The following table summarizes that total amount of recovery computed in the preceding sections for economic damages for lost wages and benefits (all of which exceed the Plaintiffs' self-imposed caps of \$75,000), plus the *Blaney* offset. No amounts of compensatory damages for emotional distress are included, but those too would plainly increase the amount in controversy for any Plaintiff who claims them. The numbers shown in this table are computed using the variables discussed above, and would be subject to Plaintiffs' self-imposed damages cap of \$75,000.

Job Title	Plaintiffs	Economic Damages	Emotional Distress	<i>Blaney</i> Offset Estimated	Subtotal
Security Specialist	71 Plaintiffs applied for this position	\$106,143		\$7,160	\$113,303
Investigator	Yohanis Beshi; Abdi Sugulle	\$202,314		\$2,682	\$204,996
Shift Supervisor (July 2012)	Abdikhadar Abdi; Adoga Ugan	\$141,607		\$5,442	\$147,049
Administrative Scheduler	Hawa Arero	\$118,956		\$6,072	\$125,028
Senior Mgr. of Ops.	Ahmed Wasuge	\$266,109		\$0	\$266,109
Global Security Ops. Ctr. Mgr.	Serwan Gardi; Abdifatah Hussein	\$209,899		\$0	\$209,899
Physical Security Sup.	Hassan Allaleh	\$116,502		\$5,442	\$121,944
Shift Supervisor (March 2013)	Yahye Mohamed	\$105,304		\$5,442	\$110,746
Watch Cmdr.	Hassan Allaleh	\$152,424		\$2,322	\$154,746
Security Ops. Ctr. Operator	Faiza Abdullahi; Yasir Rashid	\$91,983		\$6,537	\$98,520

DECLARATORY RELIEF AND “REINSTATEMENT”

Plaintiffs’ Requests for These Equitable Remedies Would Further Increase the Individual Amounts in Controversy, Regardless of Whether the Individual Plaintiff’s Claim for Damages Already Reached His/Her Self-Imposed \$75,000 Damages Cap.

46. Plaintiffs also seek unspecified declaratory relief and “[r]einstatement.” Complaint at 19 (Prayer for Relief, ¶¶ E-F). The values of these equitable remedies will further increase the individual amounts in controversy despite the individual Plaintiffs’ self-limited damages.

47. SIS would incur substantial costs if it were required to hire or reinstate any of the Plaintiffs as a result of this litigation. For example, SIS would be required to fire existing employees already working for SIS on the Amazon contract, paying them for all their accrued and unused PTO. SIS would also incur costs associated with the increased unemployment compensation premiums and COBRA benefits to the extent any terminated employees sought these post-termination benefits. After hiring one or more of the Plaintiffs, SIS would then incur the administrative costs and expenses of training the newly-hired former Andrews employees about the policies and procedures applicable to SIS employees at the Amazon location, which differ substantially from those in place while Plaintiffs worked for Andrews. In addition, salaried SIS employees and some hourly SIS employees undergo at least two additional days of training at SIS’s corporate headquarters in Culver City, California, so there would also be travel expenses associated with hiring employees in these particular roles. Priester Decl., ¶ 17.

PLAINTIFFS’ CLAIMS FOR ATTORNEYS’ FEES AND COSTS:

Plaintiffs’ Separate Requests to Recover their Attorney’s Fees and Costs Would Further Increase the Individual Amounts in Controversy, Regardless of Whether the Individual Plaintiff’s Claim for Damages Already Reached His/Her Self-Imposed \$75,000 Damages Cap.

48. Although each Plaintiff has waived claims for economic and non-economic damages exceeding \$75,000, Plaintiffs’ other claimed categories of recovery—apart from their self-limited damages—clearly would bring more than one of the Plaintiffs’ individual amounts in controversy above the \$75,000 jurisdictional threshold. The other categories of recovery discussed so far include Plaintiffs’ claims seeking compensation “for the tax penalty associated with any recovery”

(the *Blaney* offset; *see supra*, ¶ 12), and Plaintiffs' equitable claims for declaratory relief and reinstatement.

49. None of the preceding analyses has yet included the value of the individual Plaintiffs' claims for their share of Plaintiffs' attorney's fees and costs (which all of the Plaintiffs specifically excluded from their individual waivers of damages above the amount in controversy). *See* Complaint, ¶ 3.4. However, attorney's fees also are included in computing the amount in controversy "where an underlying statute authorizes an award of attorneys' fees, either with mandatory or discretionary language." *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998).

50. Plaintiffs seek attorney's fees under RCW 49.60.030(2), which does authorize an award of reasonable attorney's fees. Therefore, each Plaintiff's individual share of the attorney's fees and costs would increase that Plaintiff's individual amount in controversy above and beyond his or her \$75,000 damages cap. *See Guglielmino*, 506 F.3d at 698 (in considering the amount in controversy for two individual plaintiffs, the district court estimated attorney's fees at a "conservative" amount equal to 12.5% of those plaintiffs' claimed economic damages before the district court concluded that both plaintiffs' individual claims exceeded the amount in controversy).

51. If this Court uses the same approach as in *Guglielmino*, then, based solely on Plaintiffs' separate claim for attorney's fees in addition to their self-limited damages, the amount in controversy would be exceeded for any Plaintiff whose individual damages claim equals \$75,000, as well as for any Plaintiff whose individual damages claim exceeds \$65,625 (because 12.5% of \$75,000 is \$9,375).

CONCLUSION

52. Based on the analyses above, it is clear that the claims of multiple Plaintiffs here exceed the \$75,000 threshold for diversity jurisdiction. As such, the amount in controversy requirement for jurisdiction plainly is satisfied. Diversity jurisdiction exists, contrary to Plaintiffs' effort to plead otherwise.

53. This Court is the appropriate venue for removal because it is the federal district court for the district and division where the above-described King County Superior Court case is pending. *See* 28 U.S.C. § 1441(a).

54. As required by 28 U.S.C. § 1446(d), a copy of the Notice of Removal is being filed with the King County Superior Court, attached to a pleading entitled Notice to State Court of Removal to Federal Court.

55. As required by 28 U.S.C. § 1446(d), and as affirmed in the attached Declaration of Service, SIS is serving Plaintiffs with this Notice of Removal and with its Notice to State Court of Removal to Federal Court.

DATED this 28th day of June, 2013.

JACKSON LEWIS LLP

s/ Karen P. Kruse

Karen P. Kruse, WSBA #19857
520 Pike Street, Suite 2300
Seattle, WA 98101
Tel: 206-405-0404
Fax: 206-405-4450
karen.kruse@jacksonlewis.com
Attorneys for Defendant

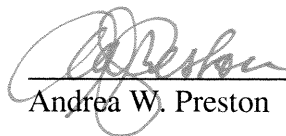
DECLARATION OF SERVICE

The undersigned declares under penalty of perjury under the laws of the State of Washington that on this day, I electronically filed a true and accurate copy of the document to which this declaration is affixed with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the following:

Stephen P. Connor
Anne Marie E. Sargent
Connor & Sargent PLLC
1000 Second Avenue, Suite 3500
Seattle, WA 98104
Fax: 206-292-0494
steve@cslawfirm.net
aes@cslawfirm.net

J.D. Stahl
Mundt MacGregor LLP
271 Wyatt Way NE Ste 106
Bainbridge Island, WA 98110-2873
Tel: 206-624-5950
Fax: 206-624-5469
jdstahl@mundtmac.com

Dated this 28th day of June, 2013, at Seattle, Washington.


Andrea W. Preston

4842-9902-5172, v. 2

EXHIBIT 1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

MOHAMED ABDALLA, an individual;
FUAD ABDELLA, an individual;
ABDIKHADAR ABDI, an individual;
ABDISADIQ ABDI, an individual;
ABDULLAHI ABDI, an individual;
HABTAMU ABDI, an individual;
MOHAMUD ABDIFATAH, an individual;
MOHAMED ABDILLAHI, an individual;
MOHAMED ABDUL, an individual; BIFTU
ABDULLAHI, an individual; FAIZA
ABDULLAHI, an individual; MILKI
ABDULLAHI, an individual; MUMIN
ABDULLAHI, an individual; YONAS
ABERA, an individual; MUSTAFA
ABUCAR, an individual; FEYSAL ADAN, an
individual; HASSAN ADAN, an individual;
NAJIB ADEN, an individual; MUSTAFA
AHMED, an individual; SALAH AHMED, an
individual; AHMED ALI, an individual; ALI-
NUUR ALI, an individual; IBRAHIM ALI, an
individual; MAHAD ALI, an individual;
MOHAMOUD ALI, an individual; HASSAN
ALLALEH, an individual; ALI AL-
MOHANAWY, an individual; ALI AMIR, an
individual; HAWA ARERO, an individual;
YOHANIS BESHI, an individual;
ABDIRAHMAN DAHIR, an individual;
AHMED DAHIR, an individual;
ABDIKADIR DERE, an individual;
ABDULLAHI DHOBLE, an individual;
ABUBAKAR DHUBOW, an individual;
ABDINASIR ELMI, an individual;
MOHAMED FARAH, an individual;
ABDIFATAH GALGALO, an individual;

NO.
SUMMONS

SUMMONS - 1

CONNOR & SARGENT PLLC
1000 2nd Avenue, Suite 3500
Seattle, WA 98104
(206) 654-5050 • FAX (206) 292-0494

1 AHMED GAMADA, an individual; KADIR
 2 GANAMO, an individual; SERWAN GARDI,
 3 an individual; MERRY GELETA, an
 4 individual; JERAB GRIMES, an individual;
 5 ALI HAJI-SOMO, an individual; ALI
 6 HASSAN, an individual; HUSSEIN
 7 HASSAN, an individual; ALI HASSAN ALI,
 8 an individual; TUUJII HEYII, an individual;
 9 ABDIFATAH HUSSEIN, an individual;
 10 MOHAMED HUSSEIN, an individual;
 11 RIYAD HUSSEIN, an individual; AHMED
 12 IBRAHIM, an individual; LIBAN IBRAHIM,
 13 an individual; ABDI IDAN, an individual;
 14 ABDULKADIR ISAHQAQ, an individual;
 15 AHMED ISAHQAQ, an individual; YAHYE
 16 JAMA, an individual; MOHAMED JIBRIL,
 17 an individual; CHALA KABIRA, an
 18 individual; NUREDIEN KAMAL, an
 19 individual; GOULED KARIYE, an individual;
 20 MOHAMED MAHAMOUD, an individual;
 21 MOHAMED MANSOUR, an individual;
 22 ZACKY MANSOUR, an individual;
 23 ABDIFATAH MOALIM, an individual;
 24 ABDI A. MOHAMED, an individual;
 25 ABDIKARIN MOHAMED, an individual;
 ISMAIL MOHAMED, an individual; JABIR
 MOHAMED, an individual; KAREEM
 MOHAMED, an individual; MOHAMED
 MOHAMED, an individual; MOHAMED
 YUSUF MOHAMED, an individual;
 MOWLID MOHAMED, an individual;
 NAJEEB MOHAMED, an individual; OLOW
 MOHAMED, an individual; YAHYE
 MOHAMED, an individual; YAHYA
 MOHAMOUD, an individual; MOHAMED R
 MOHAMUD, an individual; SHAWN
 MOSBY, an individual; MAHAMED
 OSMAN, an individual; MOHAMED
 OSMAN, an individual; YASIR RASHID, an
 individual; AMIN ROBELE, an individual;
 JABIR ROBELE, an individual; GOBANA
 SAMERU, an individual; ISSA SHEIK, an
 individual; AHMED SHEIKH, an individual;
 SIAD SIAD, an individual; DEHIYA
 SITERO, an individual; ABDI SUGULLE, an
 individual; AWOT TEWOLDEBRHAN, an
 individual; DANIEL TUNE, an individual;
 ADOGA UGAN, an individual; GAMACHU

SUMMONS - 2

CONNOR & SARGENT PLLC
 1000 2nd Avenue, Suite 3500
 Seattle, WA 98104
 (206) 654-5050 • FAX (206) 292-0494

1 UKE, an individual; ZAKARIA WARSAME,
 2 an individual; AHMED WASUGE, an
 3 individual; JONATHAN WEREDE, an
 4 individual; MOHAMED YACOUBE, an
 5 individual; HARON YUNIS, an individual; ...

6 Plaintiffs,

7 v.

8 SECURITY INDUSTRY SPECIALISTS,
 9 INC., a California corporation,

10 Defendant.

11 **STATE OF WASHINGTON TO: SECURITY INDUSTRY SPECIALISTS, INC.**

12 **TO THE DEFENDANT:** A lawsuit has been started against you in the above
 13 entitled court. Plaintiffs' claims are stated in the written *Complaint*, a copy of which is
 14 served upon you with this summons.

15 In order to defend against this lawsuit, you must respond to the *Complaint* by stating
 16 your defense in writing, and serve a copy on the undersigned attorney for the Plaintiffs within
 17 20 days after service of this *Summons*, excluding the day of service, if served within the State
 18 of Washington (or within 60 days after said service, if served without the State of
 19 Washington), or a Default Judgment may be entered against you without notice. A Default
 20 Judgment is one where Plaintiffs are entitled to what they ask for because you have failed to
 21 respond. If you serve a Notice of Appearance on the undersigned attorney, you are entitled to
 22 notice before a Default Judgment may be entered.

23 You may demand, if this cause of action has not been filed, that Plaintiffs file this
 24 lawsuit with the Court. If you do so, the demand must be in writing and must be served upon
 25 Plaintiffs. Plaintiffs must file this lawsuit after you serve the demand within 14 days with the

SUMMONS - 3

CONNOR & SARGENT PLLC
 1000 2nd Avenue, Suite 3500
 Seattle, WA 98104
 (206) 654-5050 • FAX (206) 292-0494

1 Court, or the service on you of the *Complaint* will be void.

2 If you should wish to seek the advice of an attorney in this matter, you should do so
3 promptly so that your written response, if any, may be served on time.

4 This *Summons* is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
5 State of Washington.

6 DATED: June 10, 2013.

7
8 CONNOR & SARGENT PLLC

9 

10 By

11 Stephen P. Connor, WSBA No. 14305
12 Anne-Marie E. Sargent, WSBA No. 27160
13 Attorneys for Plaintiffs
14 Email: steve@cslawfirm.net
15 Email: aes@cslawfirm.net

16
17 MUNDT MACGREGOR LLP
18 J.D. Stahl, WSBA No. 14113
19 Email: jdstahl@mundtmac.com

20 Attorneys for Plaintiffs
21
22
23
24
25

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

MOHAMED ABDALLA, an individual; FUAD ABDELLA, an individual; ABDIKHADAR ABDI, an individual; ABDISADIQ ABDI, an individual; ABDULLAHI ABDI, an individual; HABTAMU ABDI, an individual; MOHAMUD ABDIFATAH, an individual; MOHAMED ABDILLAHI, an individual; MOHAMED ABDUL, an individual; BIFTU ABDULLAHI, an individual; FAIZA ABDULLAHI, an individual; MILKI ABDULLAHI, an individual; MUMIN ABDULLAHI, an individual; YONAS ABERA, an individual; MUSTAFA ABUCAR, an individual; FEYSAL ADAN, an individual; HASSAN ADAN, an individual; NAJIB ADEN, an individual; MUSTAFA AHMED, an individual; SALAH AHMED, an individual; AHMED ALI, an individual; ALI- NUUR ALI, an individual; IBRAHIM ALI, an individual; MAHAD ALI, an individual; MOHAMOUD ALI, an individual; HASSAN ALLALEH, an individual; ALI AL-MOHANAWY, an individual; ALI AMIR, an individual; HAWA ARERO, an individual; YOHANIS BESHI, an individual; ABDIRAHMAN DAHIR, an individual; AHMED DAHIR, an individual; ABDIKADIR DERE, an individual; ABDULLAHI DHOBLE, an individual; ABUBAKAR DHUBOW, an individual; ABDINASIR ELMI, an individual; MOHAMED FARAH, an individual; ABDIFATAH GALGALO, an individual; AHMED GAMADA, an individual; KADIR GANAMO, an individual; SERWAN GARDI, an individual; MERRY GELETA, an individual; JERAB GRIMES, an

**NO.
COMPLAINT
JURY DEMANDED**

COMPLAINT - 1

CONNOR & SARGENT PLLC
1000 2nd Avenue, Suite 3500
Seattle, WA 98104
(206) 654-5030 • FAX (206) 292-0494

individual; ALI HAJI-SOMO, an individual; ALI
 HASSAN, an individual; HUSSEIN HASSAN, an
 individual; ALI HASSAN ALI, an individual;
 TUJJI HEYII, an individual; ABDIFATAH
 HUSSEIN, an individual; MOHAMED
 HUSSEIN, an individual; RIYAD HUSSEIN, an
 individual; AHMED IBRAHIM, an individual;
 LIBAN IBRAHIM, an individual; ABDI IDAN,
 an individual; ABDULKADIR ISHAHQ, an
 individual; AHMED ISHAHQ, an individual;
 YAHYE JAMA, an individual; MOHAMED
 JIBRIL, an individual; CHALA KABIRA, an
 individual; NUREDIEN KAMAL, an individual;
 GOULED KARIYE, an individual; MOHAMED
 MAHAMOUD, an individual; MOHAMED
 MANSOUR, an individual; ZACKY MANSOUR,
 an individual; ABDIFATAH MOALIM, an
 individual; ABDI A. MOHAMED, an individual;
 ABDIKARIN MOHAMED, an individual;
 ISMAIL MOHAMED, an individual; JABIR
 MOHAMED, an individual; KAREEM
 MOHAMED, an individual; MOHAMED
 MOHAMED, an individual; MOHAMED
 YUSUF MOHAMED, an individual; MOWLID
 MOHAMED, an individual; NAJEEB
 MOHAMED, an individual; OLOW
 MOHAMED, an individual; YAHYE
 MOHAMED, an individual; YAHYA
 MOHAMOUD, an individual; MOHAMED R
 MOHAMUD, an individual; SHAWN MOSBY,
 an individual; MAHAMED OSMAN, an
 individual; MOHAMED OSMAN, an individual;
 YASIR RASHID, an individual; AMIN
 ROBELE, an individual; JABIR ROBELE, an
 individual; GOBANA SAMERU, an individual;
 ISSA SHEIK, an individual; AHMED SHEIKH,
 an individual; SIAD SIAD, an individual;
 DEHIYA SITERO, an individual; ABDI
 SUGULLE, an individual; AWOT
 TEWOLDEBRHAN, an individual; DANIEL
 TUNE, an individual; ADOGA UGAN, an
 individual; GAMACHU UKE, an individual;
 ZAKARIA WARSAME, an individual; AHMED
 WASUGE, an individual; JONATHAN
 WEREDE, an individual; MOHAMED
 YACOUBE, an individual; HARON YUNIS, an
 individual; ...

Plaintiffs,

COMPLAINT - 2

CONNOR & SARGENT PLLC
 1000 2nd Avenue, Suite 3500
 Seattle, WA 98104
 (206) 654-5050 • FAX (206) 292-0494

1 v.

2 SECURITY INDUSTRY SPECIALISTS, INC., a
3 California corporation,
4 Defendant.

5 COME NOW Plaintiffs, by and through their counsel of record, and allege as follows:

6 **I. INTRODUCTION**

7 1.1 This is a consolidated action for relief from employment discrimination
8 brought pursuant to the Washington Law Against Discrimination, RCW 49.60 (the
9 "WLAD"). Plaintiffs each suffered injury arising out of the same series of illegal hiring
10 practices committed by Defendant Security Industry Specialists, Inc. Plaintiffs' claims
11 therefore present common questions of law and fact appropriate for consolidated adjudication
12 under the joinder criteria of CR 20(a).

13 1.2 The illegal hiring practices of Defendant include, without limitation:

- 14 • discriminating against Plaintiffs on account of their race, national origin
- 15 and/or religion;
- 16 • discriminating against Plaintiffs on account of their opposition to the
- 17 discriminatory employment practices of their former employer; and
- 18 • discriminating against Plaintiffs by implementing hiring policies which
- 19 had a disparate and discriminatory impact on Plaintiffs as members of
- 20 protected classes under the WLAD.
- 21
- 22
- 23
- 24
- 25

II. PARTIES

2.1 Plaintiff Mohamed Abdalla resides in King County. Mr. Abdalla is a person of color of Ethiopian national origin. He is a practicing member of the Muslim religion.

2.2 Plaintiff Fuad Abdella resides in King County. Mr. Abdella is a person of color of Ethiopian national origin. He is a practicing member of the Muslim religion.

2.3 Plaintiff Abdikhadar Abdi resides in King County. Mr. Abdi is a person of color of Somali national origin. He is a practicing member of the Muslim religion.

2.4 Plaintiff Abdisadiq Abdi resides in King County. Mr. Abdi is a person of color of Kenyan national origin. He is a practicing member of the Muslim religion.

2.5 Plaintiff Abdullahi Abdi resides in King County. Mr. Abdi is a person of color of Somali national origin. He is a practicing member of the Muslim religion.

2.6 Plaintiff Habtamu Abdi resides in King County. Mr. Abdi is a person of color of Ethiopian national origin.

2.7 Plaintiff Mohamud Abdifatah resides in King County. Mr. Abdifatah is a person of color of Somali national origin. He is a practicing member of the Muslim religion.

2.8 Plaintiff Mohamed Abdillahi resides in King County. Mr. Abdillahi is a person of color of Somali national origin. He is a practicing member of the Muslim religion.

2.9 Plaintiff Mohamed Abdul resides in King County. Mr. Abdul is a person of color of Ugandan national origin. He is a practicing member of the Muslim religion.

2.10 Plaintiff Biftu Abdullahi resides in King County. Ms. Abdullahi is a person of color of Djiboutian national origin. She is a practicing member of the Muslim religion.

2.11 Plaintiff Faiza Abdullahi resides in King County. Ms. Abdullahi is a person of color of Ethiopian national origin. She is a practicing member of the Muslim religion.

1 2.12 Plaintiff Milki Abdullahi resides in King County. Mr. Abdullahi is a person of
2 color of Ethiopian national origin. He is a practicing member of the Muslim religion.

3 2.13 Plaintiff Mumin Abdullahi resides in King County. Mr. Abdullahi is a person
4 of color of Somali national origin. He is a practicing member of the Muslim religion.

5 2.14 Plaintiff Yonas Abera resides in King County. Mr. Abera is a person of color
6 of Eritrean national origin. He is a practicing member of the Muslim religion.

7 2.15 Plaintiff Mustafa Abucar resides in King County. Mr. Abucar is a person of
8 color of Somali national origin. He is a practicing member of the Muslim religion.

9 2.16 Plaintiff Feysal Adan resides in King County. Mr. Adan is a person of color
10 of Somali national origin. He is a practicing member of the Muslim religion.

11 2.17 Plaintiff Hassan Adan resides in King County. Mr. Adan is a person of color
12 of Somali national origin. He is a practicing member of the Muslim religion.

13 2.18 Plaintiff Najib Aden resides in King County. Mr. Aden is a person of color of
14 Kenyan national origin. He is a practicing member of the Muslim religion.

15 2.19 Plaintiff Mustafa Ahmed resides in King County. Mr. Ahmed is a person of
16 color of Somali national origin. He is a practicing member of the Muslim religion.

17 2.20 Plaintiff Salah Ahmed resides in King County. Mr. Ahmed is a person of
18 color of Ethiopian national origin. He is a practicing member of the Muslim religion.

19 2.21 Plaintiff Ahmed Ali resides in King County. Mr. Ali is a person of color of
20 Djiboutian national origin. He is a practicing member of the Muslim religion.

21 2.22 Plaintiff Ali- Nuur Ali resides in King County. Mr. Ali is a person of color of
22 Somali national origin. He is a practicing member of the Muslim religion.

23 2.23 Plaintiff Ibrahim Ali resides in King County. Mr. Ali is a person of color of
24 Somali national origin. He is a practicing member of the Muslim religion.
25

1 2.24 Plaintiff Mahad Ali resides in King County. Mr. Ali is a person of color of
2 Somali national origin. He is a practicing member of the Muslim religion.

3 2.25 Plaintiff Mohamoud Ali resides in King County. Mr. Ali is a person of color
4 of Somali national origin. He is a practicing member of the Muslim religion.

5 2.26 Plaintiff Hassan Allaleh resides in King County. Mr. Allaleh is a person of
6 color of Djiboutian national origin. He is a practicing member of the Muslim religion.

7 2.27 Plaintiff Ali Al-Mohanawy resides in King County. Mr. Al-Mohanawy is a
8 person of color of Iraqi national origin. He is a practicing member of the Muslim religion.

9 2.28 Plaintiff Ali Amir resides in King County. Mr. Amir is a person of color of
10 Somali national origin. He is a practicing member of the Muslim religion.

11 2.29 Plaintiff Hawa Arero resides in King County. Ms. Arero is a person of color
12 of Ethiopian national origin. She is a practicing member of the Muslim religion.

13 2.30 Plaintiff Yohanis Beshi resides in King County. Mr. Beshi is a person of color
14 of Ethiopian national origin.

15 2.31 Plaintiff Abdirahman Dahir resides in King County. Mr. Dahir is a person of
16 color of Somali national origin. He is a practicing member of the Muslim religion.

17 2.32 Plaintiff Ahmed Dahir resides in King County. Mr. Dahir is a person of color
18 of Somali national origin. He is a practicing member of the Muslim religion.

19 2.33 Plaintiff Abdikadir Dere resides in King County. Mr. Dere is a person of color
20 of Somali national origin. He is a practicing member of the Muslim religion.

21 2.34 Plaintiff Abdullahi Dhoble resides in King County. Mr. Dhoble is a person of
22 color of Somali national origin. He is a practicing member of the Muslim religion.

23 2.35 Plaintiff Abubakar Dhubow resides in King County. Mr. Dhubow is a person
24 of color of Kenyan national origin. He is a practicing member of the Muslim religion.

1 2.36 Plaintiff Abdinasir Elmi resides in King County. Mr. Elmi is a person of color
2 of Somali national origin. He is a practicing member of the Muslim religion.

3 2.37 Plaintiff Mohamed Farah resides in King County. Mr. Farah is a person of
4 color of Somali national origin. He is a practicing member of the Muslim religion.

5 2.38 Plaintiff Abdifatah Galgalo resides in King County. Mr. Galgalo is a person
6 of color of Ethiopian national origin. He is a practicing member of the Muslim religion.

7 2.39 Plaintiff Ahmed Gamada resides in King County. Mr. Gamada is a person of
8 color of Ethiopian national origin. He is a practicing member of the Muslim religion.

9 2.40 Plaintiff Kadir Ganamo resides in King County. Mr. Ganamo is a person of
10 color of Ethiopian national origin. He is a practicing member of the Muslim religion.

11 2.41 Plaintiff Serwan Gardi resides in King County. Mr. Gardi is a person of color
12 of Iraqi national origin. He is a practicing member of the Muslim religion.

13 2.42 Plaintiff Merry Geleta resides in King County. Ms. Geleta is a person of color
14 of Ethiopian national origin.

15 2.43 Plaintiff Jerab Grimes resides in King County. Mr. Grimes is a person of color
16 of Somali national origin. He is a practicing member of the Muslim religion.

17 2.44 Plaintiff Ali Haji-Somo resides in King County. Mr. Haji-Somo is a person of
18 color of Somali national origin. He is a practicing member of the Muslim religion.

19 2.45 Plaintiff Ali Hassan resides in King County. Mr. Hassan is a person of color
20 of Somali national origin. He is a practicing member of the Muslim religion.

21 2.46 Plaintiff Hussein Hassan resides in King County. Mr. Hassan is a person of
22 color of Somali national origin. He is a practicing member of the Muslim religion.

23 2.47 Plaintiff Ali Hassan Ali resides in King County. Mr. Hassan Ali is a person of
24 color of Somali national origin. He is a practicing member of the Muslim religion.

1 2.48 Plaintiff Tuujii Heyii resides in King County. Mr. Heyii is a person of color of
2 Ethiopian national origin. He is a practicing member of the Muslim religion.

3 2.49 Plaintiff Abdifatah Hussein resides in King County. Mr. Hussein is a person
4 of color of Somali national origin. He is a practicing member of the Muslim religion.

5 2.50 Plaintiff Mohamed Hussein resides in King County. Mr. Hussein is a person
6 of color of Somali national origin. He is a practicing member of the Muslim religion.

7 2.51 Plaintiff Riyadh Hussein resides in King County. Mr. Hussein is a person of
8 color of Ethiopian national origin. He is a practicing member of the Muslim religion.

9 2.52 Plaintiff Ahmed Ibrahim resides in King County. Mr. Ibrahim is a person of
10 color of Somali national origin. He is a practicing member of the Muslim religion.

11 2.53 Plaintiff Liban Ibrahim resides in King County. Mr. Ibrahim is a person of
12 color of Somali national origin. He is a practicing member of the Muslim religion.

13 2.54 Plaintiff Abdi Idan resides in King County. Mr. Idan is a person of color of
14 Somali national origin. He is a practicing member of the Muslim religion.

15 2.55 Plaintiff Abdulkadir Isahaq resides in King County. Mr. Isahaq is a person of
16 color of Somali national origin. He is a practicing member of the Muslim religion.

17 2.56 Plaintiff Ahmed Isahaq resides in King County. Mr. Isahaq is a person of
18 color of Somali national origin. He is a practicing member of the Muslim religion.

19 2.57 Plaintiff Yahye Jama resides in King County. Mr. Jama is a person of color of
20 Somali national origin. He is a practicing member of the Muslim religion.

21 2.58 Plaintiff Mohamed Jibril resides in King County. Mr. Jibril is a person of
22 color of Somali national origin. He is a practicing member of the Muslim religion.

23 2.59 Plaintiff Chala Kabira resides in King County. Mr. Kabira is a person of color
24 of Ethiopian national origin. He is a practicing member of the Muslim religion.

1 2.60 Plaintiff Nuredien Kamal resides in King County. Mr. Kamal is a person of
2 color of Ethiopian national origin. He is a practicing member of the Muslim religion.

3 2.61 Plaintiff Gouled Kariye resides in King County. Mr. Kariye is a person of
4 color of Somali national origin. He is a practicing member of the Muslim religion.

5 2.62 Plaintiff Mohamed Mahamoud resides in King County. Mr. Mahamoud is a
6 person of color of Somali national origin. He is a practicing member of the Muslim religion.

7 2.63 Plaintiff Mohamed Mansour resides in King County. Mr. Mansour is a person
8 of color of Somali national origin. He is a practicing member of the Muslim religion.

9 2.64 Plaintiff Zacky Mansour resides in King County. Mr. Mansour is a person of
10 color of Somali national origin. He is a practicing member of the Muslim religion.

11 2.65 Plaintiff Abdifatah Moalim resides in King County. Mr. Moalim is a person
12 of color of Ethiopian national origin. He is a practicing member of the Muslim religion.

13 2.66 Plaintiff Abdi A. Mohamed resides in King County. Mr. Mohamed is a person
14 of color of Somali national origin. He is a practicing member of the Muslim religion.

15 2.67 Plaintiff Abdikarin Mohamed resides in King County. Mr. Mohamed is a
16 person of color of Somali national origin. He is a practicing member of the Muslim religion.

17 2.68 Plaintiff Ismail Mohamed resides in King County. Mr. Mohamed is a person
18 of color of Somali national origin. He is a practicing member of the Muslim religion.

19 2.69 Plaintiff Jabir Mohamed resides in King County. Mr. Mohamed is a person of
20 color of Ethiopian national origin. He is a practicing member of the Muslim religion.

21 2.70 Plaintiff Kareem Mohamed resides in King County. Mr. Mohamed is a person
22 of color of Kenyan national origin. He is a practicing member of the Muslim religion.

23 2.71 Plaintiff Mohamed Mohamed resides in King County. Mr. Mohamed is a
24 person of color of Somali national origin. He is a practicing member of the Muslim religion.

1 2.72 Plaintiff Mohamed Yusuf Mohamed resides in King County. Mr. Mohamed is
2 a person of color of Somali national origin. He is a practicing member of the Muslim
3 religion.

4 2.73 Plaintiff Mowlid Mohamed resides in King County. Mr. Mohamed is a person
5 of color of Somali national origin. He is a practicing member of the Muslim religion.

6 2.74 Plaintiff Najeeb Mohamed resides in King County. Mr. Mohamed is a person
7 of color of Somali national origin. He is a practicing member of the Muslim religion.

8 2.75 Plaintiff Olow Mohamed resides in King County. Mr. Mohamed is a person
9 of color of Somali national origin. He is a practicing member of the Muslim religion.

10 2.76 Plaintiff Yahye Mohamed resides in King County. Mr. Mohamed is a person
11 of color of Somali national origin. He is a practicing member of the Muslim religion.

12 2.77 Plaintiff Yahya Mohamoud resides in King County. Mr. Mohamoud is a
13 person of color of Somali national origin. He is a practicing member of the Muslim religion.

14 2.78 Plaintiff Mohamed R Mohamud resides in King County. Mr. Mohamud is a
15 person of color of Ethiopian national origin. He is a practicing member of the Muslim
16 religion.

17 2.79 Plaintiff Shawn Mosby resides in King County. Mr. Mosby is an African
18 American person .

19 2.80 Plaintiff Mahamed Osman resides in King County. Mr. Osman is a person of
20 color of Somali national origin. He is a practicing member of the Muslim religion.

21 2.81 Plaintiff Mohamed Osman resides in King County. Mr. Osman is a person of
22 color of Somali national origin. He is a practicing member of the Muslim religion.

23 2.82 Plaintiff Yasir Rashid resides in King County. Mr. Rashid is a person of color
24 of Somali national origin. He is a practicing member of the Muslim religion.

1 2.83 Plaintiff Amin Robele resides in King County. Mr. Robele is a person of color
2 of Ethiopian national origin. He is a practicing member of the Muslim religion.

3 2.84 Plaintiff Jabir Robele resides in King County. Mr. Robele is a person of color
4 of Ethiopian national origin. He is a practicing member of the Muslim religion.

5 2.85 Plaintiff Gobana Sameru resides in King County. Mr. Sameru is a person of
6 color of Somali national origin. He is a practicing member of the Muslim religion.

7 2.86 Plaintiff Issa Sheik resides in King County. Mr. Sheik is a person of color of
8 Somali national origin. He is a practicing member of the Muslim religion.

9 2.87 Plaintiff Ahmed Sheikh resides in King County. Mr. Sheikh is a person of
10 color of Somali national origin. He is a practicing member of the Muslim religion.

11 2.88 Plaintiff Siad Siad resides in King County. Mr. Siad is a person of color of
12 Somali national origin. He is a practicing member of the Muslim religion.

13 2.89 Plaintiff Dehiya Sitero resides in King County. Mr. Sitero is a person of color
14 of Sudanese national origin. He is a practicing member of the Muslim religion.

15 2.90 Plaintiff Abdi Sugulle resides in King County. Mr. Sugulle is a person of
16 color of Somali national origin. He is a practicing member of the Muslim religion.

17 2.91 Plaintiff Awot Tewoldebrhan resides in King County. Mr. Tewoldebrhan is a
18 person of color of Ethiopian national origin. He is a practicing member of the Muslim
19 religion.

20 2.92 Plaintiff Daniel Tune resides in King County. Mr. Tune is a person of color of
21 Ethiopian national origin.

22 2.93 Plaintiff Adoga Ugan resides in King County. Mr. Ugan is a person of color
23 of Nigerian national origin.

3.4 Each Plaintiff agrees to waive damages above \$75,000, exclusive of attorneys' fees and costs; therefore, diversity jurisdiction for purposes of removal to federal court is not met.

IV. JOINDER

4.1 Plaintiffs seek to join the claims of the ninety-nine (99) plaintiffs in this action.

4.2 Joinder of Plaintiffs' claims is appropriate pursuant to CR 20(a):

All persons may join in one action as plaintiffs if they assert any right to relief jointly, severally, or in the alternative in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all of these persons will arise in the action.

4.3 Plaintiffs' claims for relief arise out of the same series of transactions or occurrences—that is, SIS's discriminatory and illegal hiring practices. Plaintiffs' claims present common questions of law or fact, including without limitation: (1) whether Defendant intentionally discriminated against Plaintiffs because of their race, national origin and/or religion; (2) whether Defendant intentionally discriminated against Plaintiffs because Plaintiffs had exercised their rights under the WLAD to oppose the discriminatory and illegal employment practices of their former employer, Andrews, or because Defendant perceived that Plaintiffs had done so; and (3) whether Defendant implemented facially neutral hiring policies and practices which had a disparate impact on Plaintiffs, as members of protected classes.

V. FACTS

5.1 Plaintiffs were formerly employed as security guards by Andrews International, Inc. ("Andrews"), a security services firm headquartered in Valencia, California. From approximately July of 2010 until July of 2012, Andrews had a contract with Amazon, Inc. (the "Amazon Contract") to provide security guard services to various

1 Amazon sites in and around the South Lake Union area of Seattle. Plaintiffs were employed
2 by Andrews in Washington as security guards under the Amazon Contract.

3 5.2 For the duration of the Amazon Contract, seventy-five percent (75%) or more
4 of Andrews' security guards were persons of African origin who were practicing
5 Muslims. By contrast, the majority of Andrews' supervisory personnel were white or of non-
6 African origins and non-Muslim.

7 5.3 During their employment with Andrews, Plaintiffs alleged that they suffered
8 disparate treatment and a hostile work environment on the basis of their race, national origin
9 and/or religion. Plaintiffs complained to their supervisors, to Andrews' local account
10 managers, to Andrews' local human resources manager, and to Andrews' headquarters in
11 California about the discriminatory and hostile work environment. Approximately thirty (30)
12 of the Plaintiffs retained attorneys in the spring of 2012 and threatened to file suit regarding
13 these claims.

14 5.4 On July 16, 2012, Andrews posted an announcement to its Amazon Contract
15 workforce that it had lost the Amazon Contract and would soon be laying off all security
16 guards working under the Amazon Contract. This announcement was posted approximately
17 ten days before the layoffs took effect.

18 5.5 The July 16 announcement posted by Andrews also advised that Defendant
19 SIS would be the new security firm providing security services to Amazon. The
20 announcement identified a special internet web link through which employment applications
21 from existing Andrews employees could be submitted to SIS, but advised that the link would
22 only be active until 5:00 p.m. the following day, July 17.

23 5.6 In the security industry, when a new security firm (like SIS here) replaces
24 another security firm (like Andrews) on a large security services contract (like the Amazon
25

1 Contract), it is standard practice for the new firm to re-hire the bulk of the existing security
2 guard workforce of the former firm. For example, when Andrews took over the Amazon
3 Contract from the predecessor firm in July of 2010, Andrews hired many of predecessor
4 firm's security guards at the time, including a number of the Plaintiffs herein.

5 5.7 The separate web link through which Andrews' employees were to apply for
6 re-hire by SIS was "live" only until 5:00 p.m. on July 17, the day after the lay-off
7 announcement. The site also had technical difficulties. In combination with work schedules
8 (where Plaintiffs did not have access to computers), this made it very difficult for many of the
9 Plaintiffs to submit applications to SIS via the link. Some Plaintiffs, believing the link was
10 the only way to apply for a position at SIS, did not apply to SIS for employment. Most
11 Plaintiffs, however, were able to submit applications for employment to SIS either through
12 the link, through SIS's "home" website, or by responding to SIS's solicitation for applications
13 on Craigslist.

14 5.8 All but seven of the ninety-nine (99) Plaintiffs herein submitted one or more
15 applications for employment to SIS.¹ Substantial factors in why those seven Plaintiffs did not
16 apply was their inability to utilize the website link and their mistaken belief that the link was
17 the only way to apply for a position at SIS. Another substantial factor was hearing that the
18 Plaintiffs who had applied to SIS via the link or otherwise were not being hired by SIS.

19 5.9 Most Plaintiffs received no response from SIS to their application for
20 employment. A small number were given interviews.

21 5.10 Despite their qualifications and prior security experience, and their familiarity
22 with the Amazon sites, of the ninety-two (92) Plaintiffs who applied to SIS, only two (2)

23
24 ¹ The seven (7) Plaintiffs who did not apply to SIS are: Milki Abdullahi, Serwan Gardi, Merry Geleta, Riyad
25 Hussein, Mohamed Yusuf Mohamed, Yahyc Mohamed, and Daniel Tune.

1 Plaintiffs were informed that they were hired at the time SIS took over the Amazon Contract
 2 or within several months thereafter.² Those two (2) Plaintiffs were Mohamed Hussein and
 3 Mohamed Olow.

4 5.11 While filling out paperwork at SIS, Mohamed Hussein requested five (5)
 5 minutes to pray. The next day, representatives from SIS spoke with him over the phone about
 6 prayer while he was at home. Mohamed Hussein explained the religious practice of prayer
 7 and what it requires. SIS then stopped contacting Mohamed Hussein about his job at SIS.
 8 Mohamed Hussein believed his hire had been revoked and he did not work at SIS.

9 5.12 Mohamed Olow worked at SIS for four days without incident, and was then
 10 terminated without explanation by a white supervisor who had formerly worked for Andrews.

11 5.13 SIS's website states that it hired more than 200 security guards at the Amazon
 12 site. Yet despite the industry custom discussed in Paragraph 5.6 above, and despite
 13 applications from ninety-two (92) of the Plaintiffs herein, with few exceptions, SIS did not re-
 14 hire any members of the Andrews workforce who were persons of African origin, and/or of
 15 Muslim faith. The vast majority of the former Andrews employees who were re-hired by SIS
 16 were white or of non-African origin and/or non-Muslim.

17 5.14 Upon information and belief, SIS offered positions to Andrews employees
 18 who were not of African origins and who were not Muslim well before notice of the transition
 19 of security firms was announced on July 16, 2012.

20 5.15 Upon information and belief, SIS put some former Andrews employees into
 21 positions of authority and influence over which other former Andrews employees would be
 22 re-hired. This in part caused SIS not to hire Plaintiffs because of their race, national origin,
 23

24 ² Since beginning discussions with Plaintiffs' counsel regarding the filing of this lawsuit, SIS has hired or
 25 offered positions to a number of Plaintiffs and other former Andrews employees of color, African origin, and/or
 the Muslim faith.

1 or Muslim religion, or because of their complaints about and opposition to discrimination and
2 hostile treatment by their former employer.

3 5.16 Upon information and belief, approximately twenty (20) former Andrews
4 employees who were white, or not of African origin, or not of the Muslim faith, were hired by
5 SIS for the Amazon Contract. These former Andrews employees re-hired by SIS were no
6 more qualified for the security guard positions at SIS than Plaintiffs.

7 5.17 Of those Plaintiffs who were interviewed by SIS, many were asked in their
8 interviews whether they had participated in asserting complaints or claims about the
9 discriminatory and hostile working conditions at Andrews. Plaintiffs, being of similar ethnic,
10 national origin and/or religious backgrounds and belief were perceived to have asserted, or to
11 be likely to assert their civil rights as did some among them.

12 5.18 Plaintiffs' race, national origin, religion, and/or their actual or perceived
13 opposition to discriminatory treatment forbidden by the WLAD was a substantial factor in
14 Defendant's decision to not hire Plaintiffs.

15 5.19 On information and belief, Defendant's hiring practices resulted in the hiring
16 of a substantially lesser percentage of persons of color, of African origin, and/or who are
17 Muslim and of persons who asserted or were perceived to have asserted their civil rights than
18 the percentage of such individuals in the pool of actual and deterred applicants.

19 VI. CAUSES OF ACTION

20 6.1 Plaintiffs reallege the foregoing paragraphs as though fully set forth herein.

21 A. Violation of the Washington Law Against Discrimination, RCW 49.60 *et seq.*, on 22 the Basis of Religion, Race, and/or National Origin.

23 6.2 Defendant's failure to hire any of the Plaintiffs because of their race, national
24 origins or religion constitutes intentional discrimination in violation of the Washington Law
25 Against Discrimination, RCW 49.60.030(2).

1 6.3 Plaintiffs have been damaged by Defendant's discrimination in amounts to be
2 determined at trial.

3 **B. Violation of the Washington Law Against Discrimination, RCW 49.60 *et seq.*, on**
4 **the Basis of the Exercise of a Legal Right.**

5 6.4 Defendant's failure to hire any of the Plaintiffs because they actually asserted,
6 or were perceived by Defendant to have asserted, their legal right to oppose unlawful
7 discriminatory treatment by their previous employer forbidden by the WALD constitutes
8 unlawful retaliatory discrimination in violation of the Washington Law Against
9 Discrimination, RCW 49.60.210.

10 6.5 Plaintiffs have been damaged by Defendant's retaliation in amounts to be
11 determined at trial.

12 **C. Disparate Impact on a Protected Class under the Washington Law Against**
13 **Discrimination, RCW 49.60 *et seq.***

14 6.6 In the alternative, Defendant's hiring process had a disparate impact on
15 Plaintiffs who are of color, who are of African origin, and/or are Muslim and/or who asserted
16 or who were perceived to have asserted their civil rights.

17 6.7 Plaintiffs have been damaged in amounts to be determined at trial.

18 **VII. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for relief as follows:

- 20 A. Awarding Plaintiffs the full amount of their damages under Washington's
21 Law Against Discrimination in amounts to be established at trial;
22 B. Awarding Plaintiffs prejudgment interest on all awards;
23 C. Awarding Plaintiffs statutory costs and fees;
24
25

1 D. Awarding Plaintiffs reasonable attorney's fees and costs pursuant to RCW
2 49.60.030(2);

3 E. Entering declaratory relief for Plaintiffs;

4 F. Reinstatement;

5 G. Compensation for the tax penalty associated with any recovery; and

6 H. Such further and additional relief the court shall deem just and equitable.

7
8 DATED: June 10, 2013.

9 CONNOR & SARGENT PLLC

10 By 

11 Stephen P. Connor, WSBA No. 14305

12 Anne-Marie E. Sargent, WSBA No. 27160

13 Attorneys for Plaintiffs

14 Email: steve@cslawfirm.net

15 Email: aes@cslawfirm.net

16 MUNDT MACGREGOR LLP

17 J.D. Stahl, WSBA No. 14113

18 Email: jdstahl@mundtmac.com

19 Attorneys for Plaintiffs

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

Abdalla et. al.

NO. 13-2-22490-9 SEA

VS

Security Industry Specialists, Inc.

CASE INFORMATION COVER SHEET
AND AREA DESIGNATION

CAUSE OF ACTION

(MSC) -

OTHER COMPLAINTS/PETITIONS

AREA DESIGNATION

SEATTLE -

Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

Abdalla et. al.

Plaintiff(s),

vs.

Security Industry Specialists, Inc.

Respondent(s)

NO. 13-2-22490-9 SEA

ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Benton, Monica, Dept. 49

FILED DATE: 6/10/2013

TRIAL DATE: 9/8/2014

SCOMIS CODE: *ORSCS

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

PRINT NAME

SIGN NAME

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLCR] -- especially those referred to in this *Schedule*. In order to comply with the *Schedule*, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule if the case is subject to mandatory arbitration and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. Any party filing a Statement must pay a \$220 arbitration fee. If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

II. CASE SCHEDULE

✓	CASE EVENTS	DATE
	Case Filed and Schedule Issued.	6/10/2013
✓	Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See <i>KCLMAR 2.1(a) and Notices on Page 2</i>]. \$220 arbitration fee must be paid	11/18/2013
✓	DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See <i>KCLCR 4.2(a) and Notices on Page 2</i>].	11/18/2013
	DEADLINE for Hearing Motions to Change Case Assignment Area. [See <i>KCLCR 82(e)</i>]	12/2/2013
	DEADLINE for Disclosure of Possible Primary Witnesses [See <i>KCLCR 26(b)</i>].	4/7/2014
	DEADLINE for Disclosure of Possible Additional Witnesses [See <i>KCLCR 26(b)</i>].	5/19/2014
	DEADLINE for Jury Demand [See <i>KCLCR 38(b)(2)</i>].	6/2/2014
	DEADLINE for Setting Motion for a Change in Trial Date [See <i>KCLCR 40(c)(2)</i>].	6/2/2014
	DEADLINE for Discovery Cutoff [See <i>KCLCR 37(g)</i>].	7/21/2014
	DEADLINE for Engaging in Alternative Dispute Resolution [See <i>KCLCR 16(b)</i>].	8/11/2014
	DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See <i>KCLCR 4(j)</i>].	8/18/2014
✓	DEADLINE to file Joint Confirmation of Trial Readiness [See <i>KCLCR 16(a)(2)</i>].	8/18/2014
	DEADLINE for Hearing Dispositive Pretrial Motions [See <i>KCLCR 56; CR 56</i>].	8/25/2014
✓	Joint Statement of Evidence [KCLCR 4(K)]	9/2/2014
	DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk).	9/2/2014
	Trial Date [See <i>KCLCR 40</i>].	9/8/2014

The ✓ indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this *Order Setting Civil Case Schedule* and attachment on all other parties.



DATED: 6/10/2013

PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

CASE SCHEDULE AND REQUIREMENTS: Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report:

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial: Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Non-dispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/supremecourt/civil.aspx>.

Emergency Motions: Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk.

Service of documents: E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at www.kingcounty.gov/courts/clerk regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.**

C. Form

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for non-dispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

MOHAMED ABDALLA, an individual; FUAD ABDELLA, an individual; ABDIKHADAR ABDI, an individual; ABDISADIQ ABDI, an individual; ABDULLAHI ABDI, an individual; HABTAMU ABDI, an individual; MOHAMUD ABDIFATAH, an individual; MOHAMED ABDILLAHI, an individual; MOHAMED ABDUL, an individual; BIFTU ABDULLAHI, an individual; FAIZA ABDULLAHI, an individual; MILKI ABDULLAHI, an individual; MUMIN ABDULLAHI, an individual; YONAS ABERA, an individual; MUSTAFA ABUCAR, an individual; FEYSAL ADAN, an individual; HASSAN ADAN, an individual; NAJIB ADEN, an individual; MUSTAFA AHMED, an individual; SALAH AHMED, an individual; AHMED ALI, an individual; ALI- NUUR ALI, an individual; IBRAHIM ALI, an individual; MAHAD ALI, an individual; MOHAMOUD ALI, an individual; HASSAN ALLALEH, an individual; ALI AL-MOHANAWY, an individual; ALI AMIR, an individual; HAWA ARERO, an individual; YOHANIS BESHI, an individual; ABDIRAHMAN DAHIR, an individual; AHMED DAHIR, an individual; ABDIKADIR DERE, an individual; ABDULLAHI DHOBLE, an individual; ABUBAKAR DHUBOW, an individual; ABDINASIR ELMI, an individual; MOHAMED FARAH, an individual; ABDIFATAH GALGALO, an individual; AHMED GAMADA, an individual; KADIR GANAMO, an individual; SERWAN GARDI, an individual; MERRY GELETA, an individual; JERAB GRIMES, an

NO.

**PLAINTIFFS' FIRST SET OF
DISCOVERY REQUESTS TO
DEFENDANT SIS**

PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS
TO DEFENDANT - 1

CONNOR & SARGENT PLLC
1000 2nd Avenue, Suite 3500
Seattle, WA 98104
(206) 654-5050 • FAX (206) 292-0494

individual; ALI HAJI-SOMO, an individual;
 1 AHMED HASSAN, an individual; ALI
 2 HASSAN, an individual; HUSSEIN HASSAN, an
 individual; ALI HASSAN ALI, an individual;
 3 TUUJII HEYII, an individual; ABDIFATAH
 HUSSEIN, an individual; MOHAMED
 4 HUSSEIN, an individual; RIYAD HUSSEIN, an
 individual; AHMED IBRAHIM, an individual;
 5 LIBAN IBRAHIM, an individual; ABDI IDAN,
 an individual; ABDULKADIR ISHAHQ, an
 individual; AHMED ISHAHQ, an individual;
 6 YAHYE JAMA, an individual; MOHAMED
 JIBRIL, an individual; CHALA KABIRA, an
 7 individual; NUREDIEN KAMAL, an individual;
 GOULED KARIYE, an individual; MOHAMED
 8 MAHAMOUD, an individual; MOHAMED
 MANSOUR, an individual; ZACKY MANSOUR,
 9 an individual; ABDIFATAH MOALIM, an
 individual; ABDI A. MOHAMED, an individual;
 10 ABDIKARIN MOHAMED, an individual;
 ISMAIL MOHAMED, an individual; JABIR
 11 MOHAMED, an individual; KAREEM
 MOHAMED, an individual; MOHAMED
 12 MOHAMED, an individual; MOHAMED
 YUSUF MOHAMED, an individual; MOWLID
 13 MOHAMED, an individual; NAJEEB
 MOHAMED, an individual; OLOW
 14 MOHAMED, an individual; YAHYE
 MOHAMED, an individual; YAHYA
 15 MOHAMOUD, an individual; MOHAMED R
 MOHAMUD, an individual; SHAWN MOSBY,
 16 an individual; MAHAMED OSMAN, an
 individual; MOHAMED OSMAN, an individual;
 17 YASIR RASHID, an individual; AMIN
 ROBELE, an individual; JABIR ROBELE, an
 18 individual; GOBANA SAMERU, an individual;
 ISSA SHEIK, an individual; AHMED SHEIKH,
 19 an individual; SIAD SIAD, an individual;
 DEHIYA SITERO, an individual; ABDI
 20 SUGULLE, an individual; AWOT
 TEWOLDEBRHAN, an individual; DANIEL
 21 TUNE, an individual; ADOGA UGAN, an
 individual; GAMACHU UKE, an individual;
 22 ZAKARIA WARSAME, an individual; AHMED
 WASUGE, an individual; JONATHAN
 23 WEREDE, an individual; MOHAMED
 YACOUBE, an individual; HARON YUNIS, an
 24 individual; ...

25
 PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS
 TO DEFENDANT - 2

CONNOR & SARGENT PLLC
 1000 2nd Avenue, Suite 3500
 Seattle, WA 98104
 (206) 654-5050 • FAX (206) 292-0494

1 Plaintiffs,

2 v.

3 SECURITY INDUSTRY SPECIALISTS, INC., a
4 California corporation;

5 Defendant.

6 **INSTRUCTIONS**

7 **Interrogatories**

8 Pursuant to Civil Rules 26 and 33, you are requested to answer the following
9 interrogatories in writing and under oath and, after you and your attorney sign them below,
10 you are to serve a copy upon the undersigned counsel at the offices of Connor & Sargent
11 PLLC, 1000 2nd Avenue, Suite 3500, Seattle, WA 98104, within forty (40) days after they
12 are served on you. These interrogatories are intended as continuing interrogatories, requiring
13 you to answer by supplemental answers, setting forth any information within the scope of the
14 interrogatories that may be acquired by you or by your employees, agents, attorneys, or
15 representatives following your original answers, all as required by Civil Rule 26(e).

16 **Requests for Production of Documents**

17 Request is also made, pursuant to Civil Rules 26 and 34, that you produce for
18 inspection and copying the documents described in each request made below at the offices of
19 Connor & Sargent PLLC, 1000 2nd Avenue, Suite 3500, Seattle, WA 98104. True and
20 accurate copies of the requested documents may be produced with the answers to these
21 interrogatories, but in any event shall be provided within forty (40) days after they are served
22 on you.

23 These requests for production are directed to you and to your agents, attorneys,
24 accountants, consultants, representatives, private investigators, and any and all persons acting
25

PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS
TO DEFENDANT - 3

CONNOR & SARGENT PLLC
1000 2nd Avenue, Suite 3500
Seattle, WA 98104
(206) 654-5050 • FAX (206) 292-0494

1 on your or their behalf. These requests for production are intended to encompass the original
2 and all non-duplicate copies (those that differ from the original in some respect, for example,
3 by reason of notation made on the copy) of all documents of any nature which are now or
4 have at any time been within your care, custody, or control.

5 If you contend that any document encompassed by any request is privileged, in whole
6 or in part, or otherwise object to its production, then with respect to *each* such document:

7 1. State with particularity the reason or reasons for your objection and/or the nature
8 of any privilege asserted;

9 2. State the name and address of each person having knowledge of the factual basis,
10 if any, upon which the privilege or other objection is asserted; and

11 3. Specify:

12 a. The date of the document;

13 b. The nature of the document (*i.e.*, whether letter, facsimile, electronic mail,
14 memorandum, etc.);

15 c. The name and address of each individual who prepared the document;

16 d. The name and address of each individual to whom the document, or a copy
17 thereof, has been at any time provided;

18 e. The name and address of each person from whom the document has been
19 obtained by you;

20 f. The name and address of the individual or entity having possession of the
21 original of the document (or if the whereabouts of the original is unknown, the name and
22 address of each person or entity known or believed to have a copy or copies thereof);
23
24
25

g. All other information necessary to identify the document with sufficient particularity to meet the requirements for its inclusion in a motion for production pursuant to Civil Rule 37; and

h. If such document was, but is no longer within your care, custody or control, state what disposition was made of it, the reason for such disposition, and the date upon which it was so disposed.

DEFINITIONS

Included below are definitions of the terms used in this set of discovery. Please read these definitions carefully, as some of the terms are given definitions which may be more expansive than the definitions which those terms are given in common usage.

1. **"You"** and **"your"** shall refer to and include SIS and its their current and former attorneys, agents, investigators, accountants, officers, directors, and employees.

2. **"Person"** shall include any individual, corporation, partnership, association, or any other entity of any kind.

3. **"Document"** includes, but is not limited to, any paper, electronic mail, agreement, note, book, photograph, reproduction, pamphlet, brochure, manual, periodical, letter, report, memorandum, summary, notation, statement, draft, message, telegram, telex, wire, cable, record, log book, study, working paper, map, survey, drawing, blueprint, sketch, model, chart, schedule3, graph, index, tape, minutes, minute book, contract, lease, invoice, purchase order, journal, ledger, check, check stub, estimate, record of purchase or sale, correspondence, correspondence files, desk calendar, work paper, business form, appointment book, time sheet, business form, printout, computer tape, computer printout, computer program, computer disk; or index thereto, pleading, transcription or taping of telephone or personal conversation or conference, including intercompany, intracompany, interoffice, and

1 intraoffice memorandum, or other document regarding any conference, conversation, or other
2 communication, and any and all other written, printed, typed, taped, recorded, transcribed,
3 punched, filmed, or graphic matter, however produced or reproduced.

4 If a document has been prepared in several copies or additional copies have been
5 made, and the copies are not identical, each non-identical copy is a separate "document," and
6 should be produced for inspection and copying.

7 4. **"Identify,"** when applied to a person, requires that you give the person's full
8 name, residence address, residence telephone, business or occupation, job title or description,
9 employer, business address, and business telephone. If you do not have current information
10 on the person being identified, then give their last known residence address, residence
11 telephone, etc.

12 5. **"Identify,"** when used in reference to a document, requires that you (regardless of
13 whether you may assert a privilege or other objection to its disclosure) describe the document
14 (i.e., whether it is a letter, memorandum, contract, etc.) and state its date, the name of the
15 person or persons whose signatures are affixed or for whom signature lines were prepared if
16 the document was unsigned, the person who prepared it, the person to whom it was addressed
17 and/or prepared for, a short synopsis of the document's contents, and to otherwise describe it
18 with sufficient detail to meet the requirements for its inclusion in a Civil Rule 34 request for
19 production or a Civil Rule 37 motion to compel, and also requires that you identify all
20 persons known to you to have control or possession of such documents or copies thereof.

21 6. **"State with Particularity,"** when used in reference to a matter of law is directed
22 to your attorney and means to state every relevant legal theory and material conclusion of law
23 specifically and completely and to cite the principal authorities relied upon in support of each.
24
25

1 **OBJECTIONS**

2 If you object to answering any interrogatory or request for production, in whole or in
3 part, state your objection and the factual or legal reasons supporting it. If you object on
4 grounds of privilege, please also state the nature and extent of all allegedly privileged matters
5 in sufficient detail to allow the Plaintiff to seek an order compelling disclosure of the
6 information or document in question. State the date, author(s), addresses, persons receiving
7 copies of, and the general subject matter of each document withheld under a claim of
8 privilege and/or work product. For each request for production or part thereof to which you
9 object on the ground of burdensomeness, please indicate the custodian and location of each
10 file or document requested, the time estimated to obtain the information, and the costs
11 necessary to answer, as well as the basis for the cost estimate.

12 NOTE: SIS may redact from all documents produced all social security numbers.
13 SIS may redact from all documents produced phone numbers and addresses except with
14 respect to all Washington State applicants and hires.

15 **DISCOVERY REQUESTS**

16 **INTERROGATORY NO. 1:** Identify all persons participating in the preparation of
17 your answers and responses to these discovery requests, specifying which answers or
18 responses each such person participated in preparing.

19 **ANSWER:**

20
21
22 **INTERROGATORY NO. 2:** Identify all persons known or believed by you to have
23 knowledge or information of any facts relevant to the subject matter involved in this lawsuit
24 and provide a detailed summary of each such person's knowledge or information. (The
25 information requested in this interrogatory includes, but is not limited to, the identity of all

1 witnesses upon whom either party might rely to support any claim or affirmative defense in
2 the trial of this case.)

3 **ANSWER:**

4
5 **INTERROGATORY NO. 3:** Identify each person you intend to use as an expert
6 witness in this lawsuit, and for each such person state:
7

- 8 (a) The subject matter on which the expert is expected to testify;
9 (b) The substance of the facts and opinions to which the expert is expected to testify;
10 (c) A summary of the basis or grounds for each such opinion; and
11 (d) The education, employment experience and professional awards or honors which
12 support that person's qualification as an expert.

13 **ANSWER:**

14
15
16 **REQUEST FOR PRODUCTION NO. 1:** Produce any reports or written opinions
17 prepared by the expert(s) identified in your response to the preceding interrogatory.

18 **RESPONSE:**

19
20
21 **REQUEST FOR PRODUCTION NO. 2:** Produce any and all documents reviewed
22 by the expert(s) identified in Interrogatory No. 3 in preparing his or her opinion or report.

23 **RESPONSE:**
24
25

1 **REQUEST FOR PRODUCTION NO. 3:** Produce any and all documents pertaining
2 to Plaintiffs' Complaint or to the claims and allegations contained therein.

3 **RESPONSE:**
4
5

6 **INTERROGATORY NO. 4:** Identify by policy number, policy period, carrier and
7 type of coverage every insurance or indemnification policy or agreement that may satisfy part
8 or all of a judgment that may be entered in this action or that might indemnify or reimburse
9 you for payments made to satisfy such a judgment.

10 **ANSWER:**
11
12

13 **REQUEST FOR PRODUCTION NO. 4:** Produce all insurance and
14 indemnification policies or agreements identified in your response to the preceding
15 interrogatory (including all declaration pages, endorsements and amendments).

16 **RESPONSE:**
17
18

19 **REQUEST FOR PRODUCTION NO. 5:** Produce any and all correspondence
20 between you and any insurance carrier or adjuster pertaining to Plaintiffs' Complaint or the
21 claims and allegations therein.

22 **RESPONSE:**
23
24
25

1 **INTERROGATORY NO. 5:** Identify any and all discrimination claims submitted or
2 discrimination lawsuits filed against you since 2000, including the date of the claim or filing
3 of the lawsuit, identities of the parties involved, a brief description of the case, the case
4 number and venue of any lawsuit filed, the name and address of any court reporter used for
5 your witnesses' depositions, and the disposition of the lawsuit.

6 **ANSWER:**
7
8

9 **INTERROGATORY NO. 6:** If you deny any facts alleged in Plaintiffs' Complaint,
10 state with particularity all facts supporting, contradicting, or pertaining to your denial and
11 identify all documents supporting, contradicting or pertaining to your denial, including in
12 your answer the paragraph number of the Complaint to which the answer refers.
13

14 **ANSWER:**
15
16

17 **REQUEST FOR PRODUCTION NO. 6:** Produce and all documents that pertain to
18 the denials stated in the preceding interrogatory.

19 **RESPONSE:**
20
21

22 **REQUEST FOR PRODUCTION NO. 7:** Produce all documents pertaining to your
23 hiring of employees for security guard and guard supervisory positions for the past three
24 years anywhere in the United States. Include in your response (a) any and all documents or
25

1 other materials used to recruit prospective employees; (b) any and all applications and
2 supporting materials received by you; (c) records maintained by you pertaining to such
3 applications; (d) records pertaining to interviews or communications with prospective
4 employees including notes, interviewing schedules, emails, or correspondence; (e) any
5 policies or procedures or communications pertaining to policies or procedures regarding
6 hiring of persons for guard or supervisory positions; (f) internal communications pertaining to
7 prospective applicants, including emails; (g) documents or records pertaining to the racial,
8 national origin or religious composition of your workforce, including, if available, documents
9 or records by worksite; and (h) with regard to the hiring of employees for work at Amazon
10 facilities in Seattle, any and all records or lists of individuals approved or not approved for
11 hire.

12 **RESPONSE:**
13
14
15

16 **REQUEST FOR PRODUCTION NO. 8:** Produce any and all records reflecting the
17 wages or salaries paid to persons employed by you in Seattle since July of 2012.

18 **RESPONSE:**
19
20
21

22 **REQUEST FOR PRODUCTION NO. 9:** Produce all correspondence or
23 communications between you and Amazon or its employees or representatives, or pertaining
24 to such correspondence or communications.
25

1 **RESPONSE:**

2
3
4 **INTERROGATORY NO. 7:** State with specificity the procedures by which
5 individuals were selected for hire by you since January 2011. To the extent that the selection
6 procedures varied by location or time, state the way in which they varied.
7

8 **ANSWER:**

9
10
11 **INTERROGATORY NO. 8:** Identify all persons involved in hiring persons for
12 positions with you in the state of Washington since March 2012 and state their position and
13 role in the hiring process.
14

15 **ANSWER:**

16
17
18 **INTERROGATORY NO. 9:** Identify all persons who applied for employment with
19 you for work in the state of Washington since March 2012. For each person so identified
20 who was not hired by you, state the reason that they were not hired and who was involved in
21 the decision not to hire them.
22

23 **ANSWER:**

1
2 **INTERROGATORY NO. 10:** State with specificity your system(s) and procedures
3 for keeping track of job applicants and applications including describing what electronic or
4 other records are maintained, how they are maintained and by whom.

5 **ANSWER:**
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7
8

9 **INTERROGATORY NO. 11:** Identify your IT Manager or the other SIS employee
10 most knowledgeable of your electronically stored information and the manner in which such
11 information can be searched, accessed and retrieved.

12 **ANSWER:**
13
14

15 DATED: June 10, 2013.

16 CONNOR & SARGENT PLLC
17

18 By _____
19 Stephen P. Connor, WSBA No. 14305
20 Anne-Marie E. Sargent, WSBA No. 27160
21 Attorneys for Plaintiffs
22 Email: steve@cslawfirm.net
23 Email: aes@cslawfirm.net

24 MUNDT MACGREGOR LLP

25 JD Stahl, WSBA No. 14113
Email: jdstahl@mundtmac.com

Attorneys for Plaintiffs

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

That s/he is the _____ of the Defendant Security Industry Specialists; that s/he read the within and foregoing Answers to Plaintiff's First Set of Discovery Requests to Defendant, knows the contents thereof, and believes the same to be true, complete and accurate.

SUBSCRIBED AND SWORN to before me this _____ day of June, 2013.

My commission expires: _____